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COLLECTIVE BARGAINING AGREEMENT

BY AND BETWEEN
THE

TOWN OF SCITUATE

AND

TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN & HELPERS
OF AMERICA
LOCAL UNION NO. 251

Employees of the Department of Public Works

FOR THE TERM
JULY 1, 2009 THROUGH JUNE 30, 2010

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ARTICLE 1

INTRODUCTION

This collective bargaining agreement ("agreement") is entered into as of this 1st day of July, 2009 by and between the Town of Scituate (hereinafter referred to as "Town" or "Employer") and Teamsters Local Union 251 (hereinafter referred to as "Union" or "Local 251").

Rates of compensation, benefits, hours of work and other terms and conditions of employment are set forth in this agreement.

The Town and Union encourage harmonious relations and peaceful procedures for the resolution of differences.

The Town and Union agree that delivery of services to the public in the most efficient, effective, economical, productive and safe manner is of paramount importance.

ARTICLE 2

RECOGNITION

The Town recognizes Local 251 as the sole and exclusive collective bargaining agent for all employees within the unit certified by the Rhode Island State Labor Relations Board in representation case numbered and docketed as EE-3669, excepting the DPW Director, Deputy Director, and any other employees in a supervisory capacity as well as those employees as may now or hereafter be lawfully excluded from the bargaining unit.

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ARTICLE 3

NEUTRAL REFERENCES; NON-DISCRIMINATION

All references in this agreement to an "employee" or "employees" as well as use of the pronoun (he) are intended to include both genders. When the male gender is used, it shall be construed to include male and female employees.

The Town and Union agree that they will continue policies of non-discrimination on the basis of an individual's race, color, national origin, religious affiliation, gender, age, sexual orientation, sexual preference, gender identity, or any other prohibited basis of discrimination.

The Town agrees that it will not discharge or discriminate against a member of the bargaining unit as a result of membership or lawful activity in or on behalf of the Union. The Town and Union further agree that there will be no discrimination against any employee for declining membership or refraining from engaging in any activities of the Union protected by the *Rhode Island State Labor Relations Act*.

ARTICLE 4

MANAGEMENT RIGHTS

Except to the extent that there is contained in this agreement express and specific terms and provisions to the contrary, all of the authority, power, rights, jurisdiction and responsibilities of the Town to manage, direct and supervise its operations and affairs are retained by and reserved exclusively to it, including but not limited to the rights: to determine work to be performed; to schedule work, shifts and hours; to direct, hire, layoff, promote, transfer and assign employees; to change, reassign, abolish, combine and divide existing job classifications for all jobs; to require

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from each employee the efficient utilization of his services; to establish and maintain standards for quality of work; to suspend, demote, discharge or otherwise discipline employees for just cause, or to relieve employees from duties because of lack of work or for other economic or operational reasons; to maintain the efficiencies of the operations; to determine the methods, means, processes and personnel by which such operations are to be conducted, including, the right to subcontract or privatize.

The Town has the right to promulgate reasonable rules and regulations pertaining to the employees covered by this agreement, so long as these rules and regulations or any of the rights in this article do not conflict with the terms and conditions of this agreement and applicable law.

No provision of this agreement shall be applied or construed to limit, impede or abridge any of Town's authority or obligations granted to it under municipal, state or federal law.

ARTICLE 5

UNION SECURITY; DUES, AGENCY FEES AND "DRIVE" DEDUCTIONS; INDEMNIFICATION

The Town will advise each new employee at the time of initial employment that the Union is his exclusive bargaining unit representative and will notify the Union contemporaneously of the name, address and classification of each new employee.

Upon receipt by the Town of a signed, voluntary authorization form by the employee, the Town agrees to deduct Union membership dues levied in accordance with its constitution and bylaws and remit such amount each month to the secretary/treasurer of the Union along with a list of employees from whose pay said dues shall have been deducted. If any employee has no earnings or compensation due, the Union

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shall be responsible for collecting said dues. The Union shall give the Town thirty (30) days advanced written notice of any change in the amount of uniform dues or assessments to be deducted and there shall be no more than two (2) such changes in any contract year.

An employee's authorization may be revoked by sending a signed written notice thereof to the Town, said revocation to take effect thirty (30) days after receipt thereof. The Town shall send a copy of such notice to the Principal Executive Officer of Local 251.

Exhibit A, which is attached hereto and incorporated by reference herein contains the form of authorization of dues deduction which shall be used by employees represented by the Union.

All members of the bargaining unit who have elected not to join the Union and/or who have not executed a dues deduction authorization form in accordance with this article, as a condition of their employment shall be required to remit an agency fee to the Union as may be required by the Union. The Town bears no obligation to assist in the collection of agency fees which may be due the Union; provided however, upon receipt by the Town of a signed, voluntary authorization form by the employee, the Town agrees to deduct agency fees levied by the Union in accordance with its constitution and bylaws from the pay of said employee and remit the aggregate amount to the Secretary/Treasurer of Local 251 with a list of employees from whose pay said agency fees shall have been deducted. Such remittance shall be made contemporaneously with the distribution of payroll checks to employees.

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Failure of any employee to maintain membership or remit an agency fee in accordance with the provisions of this article, shall be considered a ground for dismissal and, upon notification by the Union of such failure on the part of any employee, the Town shall discharge such employee.

The Town agrees to deduct from the paycheck of all employees covered by this agreement voluntary contributions to DRIVE. DRIVE shall notify the Town of the amounts designated by each employee on a bi-weekly basis for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. The Town shall transmit to DRIVE national headquarters on a monthly basis, in one check the total amount deducted along with the name of each employee on whose behalf a deduction is made, the employee's Social Security number and the amount deducted from the employee's paycheck. Local 251 shall reimburse the Town annually for the Employer's actual cost for the expenses incurred in administering the weekly payroll deduction plan.

The Union shall indemnify, defend, save and hold harmless the Town and any of its agents, employees or representatives performing required duties of the Town against any and all claims, demands, suits, orders, judgments or other forms of liability, of any nature, brought or issued against the Town as a result of the Town's compliance with the dues or agency fee deduction provisions of this article, including without limitation, all costs, expenses and counsel fees which may be incurred or imposed upon the Town.

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ARTICLE 6

WORK WEEK, HOURS OF WORK AND BREAKS

For employees in the bargaining unit certified by the Rhode Island State Labor Relations Board in Case No. EE-3669, there shall be a basic work week of forty (40) hours of five (5) consecutive eight (8) hour shifts, Monday through Friday, commencing at 7:00 a.m. and ending at 3:30 p.m., provided, however, that at the Town's discretion, flexible shifts may be implemented to accommodate the demands of DPW, to enhance the efficiency of DPW or to maximize the delivery of services to the public.

Each employee shall be granted a one-half (1/2) hour unpaid lunch break to be taken at the job location unless otherwise authorized by the DPW Director or his designee.

DPW employees shall be granted a fifteen (15) minute paid break during the first and second halves of each daily shift. It is expressly understood and agreed that the DPW Director or his designee retains the right to regulate and schedule these fifteen (15) minute breaks.

There shall be no pyramiding of compensation, it being understood that compensation shall not be paid more than once for the same hours under any provision of this Article.

ARTICLE 7

SENIORITY

Section 1. Definition.

Seniority shall be defined as an employee's length of continuous service in any bargaining unit position covered by this agreement computed from the first date of full-

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time employment in the first position held within the bargaining unit represented by the Union. Seniority shall not accrue to a probationary employee until completion of the probationary period at which time seniority shall be retroactive to the first day of employment.

Layoffs and recalls shall be in order of inverse seniority, absent an overriding consideration. Seniority shall control vacation preference requests.

The Employer agrees to furnish the Union a current seniority list annually.

Section 2. Termination of Seniority.

An employee's seniority shall be terminated and his seniority rights forfeited for the following breaks in service:

- (a) discharge for just cause, quit, retirement, or resignation;
- (b) failure to give notice of intent to return to work after a recall within ten (10) business days, or failure to return to work on the date specified for recall, as set forth in the written notice of recall; said specified return date shall be no less than ten days from notice of recall by certified mail at the address provided to the Town by the employer.
- (c) layoff for a period of eighteen (18) months or for a period equal to the employee's seniority, whichever is less;
- (d) failure to return at the conclusion of an authorized leave;
- (e) absence from work for three (3) consecutive days without notice;
- (f) acceptance of employment with the Town in a position outside the bargaining unit.

ARTICLE 8

BASE WAGE SCHEDULE, NEGOTIATED INCREASES AND LONGEVITY

Section 1. The base wage schedule for Laborer/Driver/Operator I ("LDO I") and a Mechanic is as follows:

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Starting	15.00
After Completion of 6 Months	15.50
After Completion of 1 Year	16.00
After Completion of 3 Years	17.00
After Completion of 7 Years	19.00

An LDO I who becomes proficient in all DPW equipment operation, as determined by the DPW Director in his discretion, may be classified as a Laborer/Driver/Operator II ("LDO II") and shall receive a (\$.75) seventy-five cent per hour classified differential. There shall be no more than two (2) LDO IIs in the bargaining unit. An LDO II with a minimum of twenty (20) years full time employment with the DPW and is experienced in all aspects of DPW equipment operation as determined by the DPW Director in his discretion, may be classified as a Laborer/Driver/Operator III ("LDO III") and shall receive a (\$1.00) one dollar per hour classified differential. There shall be no more than one (1) LDO III classification in the bargaining unit. The Chief Mechanic's starting base wage is \$20.00. The incumbent Chief Mechanic is now earning \$23.30 and shall receive the percentage

~~increases set forth in Section 2.~~

Section 2. During this agreement, base wages shall increase as follows:

7-1-09 to 6-30-10	0%
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Section 3. An employee shall receive a longevity supplement based on his years of completed service, as measured from his date of hire, consistent with the following schedule; and it shall be calculated in accordance with historical payroll practice.

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Years of Service	Percent of Weekly Base Wages
Less than five (5) years	0%
At least five (5) years and less than ten (10) years	4%
At least ten (10) years and less than fifteen (15) years	5%
At least fifteen (15) years and less than twenty (20) years	6%
At least twenty (20) years or more	7%

The longevity supplement shall be a percentage of each eligible employee's weekly base wages as determined on July 1, of each new fiscal year.

ARTICLE 9

OVERTIME, CALL BACK AND WORK ASSIGNMENTS

Section 1. Overtime

It is understood and agreed that the Town may, in its discretion, direct and authorize an employee to work overtime when necessary for the efficiency of operations and general welfare of the Town. Except to the extent that the Town requires an employee with particular skills or qualifications, overtime shall be mandated in inverse order of seniority.

For all hours actually worked in excess of eight (8) hours in a work day or forty (40) hours in a work week, an employee shall be paid one and one-half (1.5) times his straight time rate of pay for that work week. Time off for authorized sick, holiday and vacation leaves shall be considered as time actually worked when determining eligibility for overtime pay under this section.

Overtime work opportunities shall be distributed fairly and equitably among eligible employees capable to perform the work in their respective classifications. Before the Town uses part-time, non-bargaining unit employees to perform bargaining

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unit work, it shall first offer the work on an overtime basis to qualified, capable and available bargaining unit employees. Nothing herein shall be construed to restrict the Town from directing overtime work to an employee who has particular skills or qualifications. Overtime work records will be furnished to the Union upon written request. The Town shall maintain records of the distribution of overtime opportunities and overtime payments in accordance with law.

Section 2. Call Back

All employees are subject to call back for any reason. Employees called back shall be compensated for a minimum of four (4) hours at the overtime rate. The DPW Director or his designee shall be responsible for employee call back.

Section 3. Work Assignments

The DPW Director or his designee shall fairly and equitably distribute work assignments to members of the bargaining unit.

ARTICLE 10

SICK LEAVE

Section 1. Sick Leave Definition.

Sick leave with pay shall be granted in minimum half (½) day increments because of a medically necessary absence caused by non-work-related personal illness or injury which functionally impairs an employee from performing his regular duties. Exposure to a contagious disease or enforced quarantine when established and declared by the Department of Health or other competent authority for the period of such quarantine only shall entitle an employee to sick leave.

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Section 2. Notification of Intended Absence.

Sick leave will not be allowed unless notification of the illness/injury is given to the DPW Director, or his designee by the employee before the time scheduled to start work, or within a reasonable period after the time scheduled to start work, but in no event more than thirty (30) minutes, otherwise sick leave shall be denied.

Section 3. Sick Leave Accrual and Accumulation.

Each employee shall accrue and be credited with ten (10) sick leave days on January 1 of each year. An employee may accumulate and carry over unused sick leave from year to year, but in no event shall the accumulation exceed forty (45) days.

Section 4. Sick Leave Incentive.

An employee who discharges less than five (5) days of sick leave during a calendar year shall receive payment for the balance of any unused sick leave up to a maximum of five (5) days. The balance of accrued days may be accumulated up to the forty-five (45) day maximum referenced in Section 3 of this Article.

ARTICLE 11

HOLIDAYS

Section 1. Holidays Observed.

The days listed below shall be recognized and observed as holidays:

*Rhode Island Independence Day

Independence Day

Victory Day

Labor Day

Columbus Day

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Veterans Day
Thanksgiving Day
Christmas Day
New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day
*Employee Birthday

*Floating Holidays

When any of the above-listed holidays falls on a Saturday, it shall be observed on the preceding Friday. When any of the above-listed holidays falls on a Sunday, it shall be observed on the following Monday.

Section 2. Eligible Employees.

Notwithstanding any of the provisions of this agreement, to receive holiday pay, an employee must work the last regularly-scheduled work day immediately before and the next work day after the holiday, unless the employee is on an excused absence.

Notwithstanding any of the provisions of this agreement, an employee who uses sick leave either the work day before or the work day after a holiday listed in Section 1., may, in the discretion of the Employer, be required to produce sufficient medical documentation, at Town expense, verifying the illness claimed and inability to work to be eligible to receive holiday pay.

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Section 3. No Work on the Holiday.

An eligible employee, who is not required to work on the day observed as a holiday shall receive his ordinary straight-time rate of pay for that day and no additional compensation.

Section 4. Work on a Holiday.

An eligible employee who is required to work on a day observed as a holiday shall receive one and one-half (1.5) times his ordinary straight-time rate of pay for all hours worked on that day, in addition to his ordinary straight time pay, and a day off scheduled at the DPW Director's approval.

ARTICLE 12

VACATIONS

Section 1. Eligible Employees.

An employee shall be entitled to paid vacation if the employee completes the requisite period of continuous service set forth below.

Section 2. Vacation Allotment.

The amount of vacation to which an employee shall be entitled during any calendar year shall be determined by the length of continuous service completed by the employee as of January 1 in the year in which the vacation is to be taken, in accordance with the following chart:

<u>Length of Continuous Service</u>	<u>Days of Vacation</u>
Prior to completion of 6 months	-0-
More than 6 months but less than 1 year	5
At least 1 year but less than 5 years	10

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At least 5 years but less than 10 years

15

10 years or more

One additional day for each year
of service to a maximum of 25 days

Section 3. Scheduling.

The Employer shall retain the final right to approve, deny, schedule and cancel all vacations, which right shall be exercised fairly and reasonably. An employee may submit to the DPW Director, in writing, the vacation dates the employee desires to discharge. The DPW Director or his designee will approve or deny such request as soon as practicable. Employees must discharge a minimum of half ($\frac{1}{2}$) day increments of vacation, and the maximum amount of consecutive vacation discharged shall be ten (10) days, with any additional consecutive time allowed at the DPW Director's discretion.

Section 4. Accumulation; Use of Vacation; Payment on Termination or Retirement.

An employee shall be allowed to accumulate and carry over to the next calendar year a maximum of five (5) vacation days per year. Any vacation leave accumulated in excess of the five (5) day cap which is not used by the end of the calendar year will be lost and an employee shall not receive pay in lieu of vacation.

Upon termination an employee shall receive a pro-rated payment of any accrued and unused vacation time for that calendar year.

Upon retirement an employee shall be paid all accrued and unused vacation time as of the date of retirement.

Section 5. Rate of Pay.

An employee shall be compensated for vacation at the straight-time rate of pay at the time the vacation is taken.

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ARTICLE 13

BEREAVEMENT LEAVE

Bereavement leave shall be granted to employees for the death of their family members in accordance with the following schedule.

DECEASED FAMILY MEMBER	NUMBER OF DAYS
Spouse	3
Child	3
Mother	3
Step Mother	3
Father	3
Step Father	3
Step Child	3
Sister	3
Brother	3
Grandchild	3
Mother-in-Law	3
Father-in-Law	3
Grandmother	3

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Grandmother-in-Law	3
Grandfather	3
Grandfather-in-Law	3
Aunt/Uncle	1
Niece/Nephew	1
Sister-in-Law	1
Brother-in-Law	1

Any needed additional days required by the employee may, at the DPW Director's discretion, be discharged from the employee's sick leave or vacation accumulation.

Should an employee desire to discharge personal leave or vacation leave to attend the funeral services of an extended family member not covered by the above bereavement leave provisions, then said bargaining unit employee shall request to discharge personal leave or vacation leave to attend the funeral services of said extended family member, the approval of which shall not be unreasonably withheld.

ARTICLE 14

PERSONAL LEAVE

~~Upon the discretionary approval of the Employer, an employee may be granted~~
three (3) days of leave with pay in each calendar year for personal business.
Employees requesting such leave shall give at least forty-eight (48) hours advance notice to the DPW Director whenever possible. A request for personal leave shall not be granted if, in the DPW Director's judgment, it would interfere with efficient operations; and, it generally may not be taken the day preceding or following a holiday, unless good cause is demonstrated to the satisfaction of the DPW Director.

Personal leave shall not accumulate and be carried over from one year to the next, nor shall an employee be compensated for unexpended personal leave upon cessation of employment. Personal leave may be discharged in minimum one (1) hour increments.

ARTICLE 15

PARENTAL AND FAMILY MEDICAL LEAVE

To the extent it may be applicable, the Town agrees to comply with federal and state parental and family medical leave statutes including the *Family and Medical Leave Act* ("FMLA") of 1993, Pub. L. No. 103-03, Section 405(b)(2), 107 Stat. 6 (1993) and the *Rhode Island Parental and Family Medical Leave Act* ("RIPFMLA"), R.I.G.L. 28-48-1, *et seq.*

Each employee in the bargaining unit agrees to comply with all requirements of these statutes, including but not limited to, employee advance notice of leave, medical certifications and fit-for-duty certifications. Each employee understands that the Town may provide the employee with notice that any such leave taken will be counted against his annual leave entitlement. Additionally, an eligible employee is permitted to choose to substitute accrued paid leave under this Agreement for unpaid FMLA or RIPFMLA leave. If an employee does not choose to substitute accrued paid leave for FMLA or RIPFMLA leave, the Town may require that substitution by providing timely notice to the employee.

ARTICLE 16

LEAVE WITHOUT PAY

Upon written application to the Town Council, an employee may be granted a leave without pay, not to exceed one (1) year, upon approval of the Town Council, for such reasons and upon such terms and conditions as the Town Council may deem appropriate.

A leave without pay, not to exceed three (3) days, may be granted by the DPW Director, for such reasons and upon such terms and conditions as he may deem appropriate.

ARTICLE 17

JURY DUTY LEAVE

An employee who is required to report for jury duty, shall be entitled to leave with pay for scheduled work hours lost as the result of such service. For each hour of such leave taken, the employee will be compensated by the Town in an amount equal to his straight-time hourly rate of pay, less the amount received by the employee as compensation for such jury service. An employee who reports for such service and is excused therefrom shall immediately contact the DPW Director and report for work, if requested. In order to be paid by the Town for such leave, the employee must submit to the DPW Director written proof, executed by the administrator of the court (or other appropriate official), of having served, the duration of such service and the amount of compensation received for such service.

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ARTICLE 18

RIGHTS OF VETERANS AND MEMBERS OF THE UNIFORMED SERVICES

The Employer will comply with the provisions of the Veterans Re-employment Rights Act (VRR) 38 USC, Sections 2021-2026 and the Uniformed Services Employment and Re-employment Rights Act (USERRA) of 1994, 38 USC, Sections 4301-4333, as amended and recodified.

An employee who is unable to report for regularly scheduled work because the employee is required to report for active duty with the United States National Guard or a reserve unit of the United States uniformed services shall, for each day of the first fourteen (14) work days lost because of such duty, be compensated in an amount equal to the difference between eight (8) hours' pay at his straight-time rate of pay, as specified in this Agreement, and the amount earned for military service. An employee shall have the option to elect to receive accumulated vacation leave compensation in lieu of the compensation offset provision referred to above.

ARTICLE 19

HEALTH AND DENTAL INSURANCES

~~The Town shall provide group health and dental insurances to employees as~~
follows:

1. Consistent with R.I.G.L. § 28-7-49, each employee shall be provided with the Town's Preferred Provider Organization (PPO) plan for each member and his family, as he may elect. A summary of benefits for said PPO plan is appended hereto and incorporated herein, and a benefits summary is also available to employees through the Town Treasurer.
2. Consistent with R.I.G.L. § 28-7-49, each employee shall be provided with the Town's dental plan with an annual maximum of \$1,200.00 per calendar year per member and a lifetime maximum (orthodontics only)

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of \$1,200.00. A summary of benefits for said PPO plan is appended hereto and incorporated herein, and a benefits summary is also available to employees through the Town Treasurer.

Effective July 1, 2009 each employee shall co-share ten percent (10%) of the Town's cost to provide these health and dental insurances; provided however, the aforesaid employee co-sharing obligations shall be capped at \$22.00 per week between July 1, 2009 and June 30, 2010. Each employee shall sign a payroll deduction form authorizing the Town to deduct an employee's co-share obligations from his weekly wages. The Town shall spend up to \$150 per employee annually for eye examinations, prescription lenses and frames.

ARTICLE 20

LIFE INSURANCE

The Town shall provide group term life insurance for each employee in the face amount of \$60,000.00 with a life insurance company selected by the Town.

ARTICLE 21

PROBATIONARY EMPLOYEES

Section 1. Probationary Period.

Any newly hired member of the bargaining unit shall be deemed probationary for a period of six (6) months. During said employment period, a probationary employee may be terminated for any reason, in the sole and exclusive discretion of the Town, and he shall have no redress through the grievance and arbitration procedures set forth in this agreement.

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Section 2. Insurance Benefits.

The Employer shall not be responsible for its cost for health and dental insurance coverages provided under this agreement until a probationary employee has completed thirty (30) days of employment.

Section 3. Other Rights and Benefits.

Other than those conditions stated in Section 1. and Section 2. above, any and all rights and benefits provided by this agreement shall apply to probationary employees, unless the parties agree otherwise.

ARTICLE 22

LEGAL ASSISTANCE AND INDEMNIFICATION

In the event an employee is sued in any civil or administrative proceeding as a result of actions performed by him within the course and scope of his employment and duties on behalf of the Town, the Town agrees to provide such employee with necessary legal assistance, and further agrees to indemnify that employee against any judgment rendered against him in any such proceeding; provided however that the Town reserves the right to deny all or a portion of legal assistance or indemnification under this section if it determines that the employee acted outside the course and scope of his employment or engaged in intentional, willful, malicious, tortious or criminal conduct.

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ARTICLE 23

ALLOWANCES FOR UNIFORMS AND LICENSES

The Town shall pay a single annual allowance for the acquisition and maintenance of uniforms and licenses for each employee, except the Mechanic and Chief Mechanic, as follows:

<u>Fiscal Year</u>	<u>Amount of Allowance</u>	<u>Payable On</u>
2009-2010	\$600.00	April 1, 2009

The Mechanic and Chief Mechanic each shall each be paid a single annual allowance of \$900.00 for Fiscal Year 2009-2010 on April 1, 2009. Employees shall wear their uniforms as mandated by the DPW Director.

ARTICLE 24

EXTREME WEATHER CONDITIONS

In the reasonable discretion of the DPW Director, employees may be relieved of work responsibilities if circumstances of extreme heat or cold may jeopardize their safety and welfare.

ARTICLE 25

BULLETIN BOARDS

The Town agrees to provide reasonable bulletin board space for exclusive use by the Union where notices may be posted.

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ARTICLE 26

NO STRIKES OR LOCKOUTS

No employee covered by this agreement shall engage in, induce, cause or encourage any strike, sit-down, sit-in, work slowdown, work cessation, work stoppage, work interruption, work boycott, refusal to perform duties (including collective absenteeism for alleged illness) or withholding of services of any kind for any reason during the life of this agreement. The Employer will not cause a lockout of any employees.

Further, the Union and its representatives shall not in any way, directly or indirectly, authorize, assist, encourage, induce, participate in or sanction any strike, sit-down, sit-in, slowdown, work cessation, work stoppage, work interruption, work boycott, collective absenteeism for alleged illness, or withholding of services of any kind during the life of this agreement, or ratify, condone or lend support to any such conduct or action. In the event of any activity prohibited by the terms of this article, the Union and its representatives shall declare publicly that such activity is unauthorized and prohibited. Further, the Union and its representatives shall direct its members to cease and desist in all forms of such activity. The Union shall promptly use all means at its disposal to end such action.

Any employee who shall cause or participate in any activity prohibited by this article, whether authorized or unauthorized, shall be discharged. Any such discharge shall be deemed for just cause and not be subject to review by the grievance and arbitration provisions of this article.

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ARTICLE 27

EMPLOYEE DISCIPLINE

Section 1. Just Cause.

The Town hereby agrees that no member of the bargaining unit shall be disciplined in any manner or form without just cause. Any contested disciplinary action shall be processed exclusively through the grievance and arbitration procedures set forth in this agreement.

Section 2. Notice to Union.

The Town shall notify the Union's Principal Executive Officer and/or Secretary Treasurer in writing of the imposition of a form of discipline other than an oral reprimand.

ARTICLE 28

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Definition; Exemptions; Exclusivity

A grievance is a dispute between an employee (or the Union) and the Town which involves the application, meaning or interpretation of the provisions of this agreement; provided however that an employee shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this article shall comprise the sole and exclusive dispute resolution process for a grievance.

Section 2. Procedural Steps

Step 1 – Not later than five (5) days excluding weekends and holidays, after the

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event giving rise to the grievance, or when the employee knows or with the exercise of reasonable diligence should have known of the event giving rise to the grievance, whichever is later, the employee (or the Union) must submit his grievance in writing to the Director of Public Works. The Director of Public Works, or his designee may respond in writing within five (5) days, excluding weekends and holidays, of the receipt of the grievance. Should the Director of Public Works or his designee not respond within the time period set forth herein, the grievance shall automatically move to Step 2.

Step 2 – If the grievance is not settled at Step 1, it shall be presented in writing by the employee (or the Union) to the Town Council, within ten (10) days thereafter, excluding weekends and holidays. The Town Council may give its written answer to the grievance within fifteen (15) days, excluding weekends and holidays, after receipt of the grievance. Should the Town Council fail to respond within the time period set forth herein, the grievance shall be submitted to arbitration in accordance with Section 5 below.

Section 3. Written Presentation – All grievances presented in accordance with the procedures set forth in Section 2 shall be signed by the aggrieved employee or a duly authorized Union representative. The signer of the grievance shall make a good faith and *bona fide* effort to state: the facts giving rise to the grievance, the provisions of the agreement, if any, alleged to have been violated; the name(s) of the aggrieved employee(s); and remedy sought. The Director of Public Works or the Town Council may request a meeting with the employee and his duly authorized Union representative.

Section 4. Time Limitations – The time limitations set for in Section 2 are the essence of this agreement and the failure by an employee (or the Union) to comply with

the time limits shall be deemed to constitute a waiver of the grievance. Notwithstanding the time limitations set forth in Section 2, the Employer and Union may extend them by mutual written agreement.

Section 5. Submission to Arbitration – Any grievance as defined in Section 1 of this article, that has been properly and timely processed through all of the grievance procedures set forth above and that has not been settled at the conclusion thereof, shall be submitted to arbitration by the Union serving the Town Council with written demand for arbitration within fourteen (14) calendar days after the response of the Town Council is due. The failure to file a demand for arbitration within the time limits set forth herein shall constitute a complete waiver of the employee's and Union's right to demand arbitration.

Section 6. Arbitrator Selection – The Union's demand for arbitration shall be submitted to the closest local office of the American Arbitration Association with a request that it furnish to the Union and the Town Council a list of qualified and impartial arbitrators. The arbitrator selection process shall be governed by the *Voluntary Labor Arbitration Rules* in effect as of the date of the demand for arbitration.

Section 7. Arbitrator's Authority and Jurisdiction – The authority and jurisdiction of the arbitrator and his opinion and award shall be confined to the interpretation and/or application of the provision(s) of this agreement. The arbitrator shall have no authority: to add to, detract from, alter, amend or modify any provision of this agreement; to impose on either party a limitation or obligation not explicitly provided for in this agreement; or to establish or alter any wage rate, salary or compensation structure. Without intending to limit the generality of the foregoing, the arbitrator shall be without

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power or authority to issue an award which: (a) is violative or inconsistent with any of the terms of this agreement or applicable law; (b) exceeds his jurisdiction and authority under law and this agreement; or (c) involves any matter wherein the Town's decision is final and binding under either the terms of this agreement or by applicable law.

Section 8. Binding Effect – Subject to applicable law, the decision of the arbitrator shall be final and binding upon both parties.

Section 9. Fees and Expenses of Arbitration – The fees of the American Arbitration Association and the fees and expenses of the arbitrator shall be shared equally by the Union and the Town.

ARTICLE 29

UNION REPRESENTATION/LEAVE FOR UNION BUSINESS

Section 1. Designation of Union Representatives - The Town shall recognize an employee as a Union representative provided that the Union has informed the Town in writing, of the employee's name and designation as a Union representative. Among the DPW employees within the bargaining unit, the Union may designate and the Town will recognize not more than one (1) representative to serve as the Union's agent in grievance representation of employees; provided however, that the Town will recognize up to two (2) representatives for collective bargaining.

Section 2. Leave for Union Business – The Town will pay properly designated Union representative(s) (but in no event more than one (1) representative for a grievance and two (2) representatives for collective bargaining) at his straight-time rate of pay for scheduled work hours lost in attendance at meetings with the Town pertinent to collective bargaining, grievance adjustment or representing an employee at any step

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of the grievance procedure and arbitration. In no event will the Town compensate an employee for work hours lost in preparation for collective bargaining, grievance arbitration, mediation, interest arbitration, unfair labor practice hearings or any contested adversary proceeding between the Town and the Union (or any employee it represents). The Town may refuse to grant leave under this section if, in the judgment of the Town, the employee's absence would adversely impact the operations of the DPW. When an employee intends to be absent because he will be serving as a representative at a grievance hearing, arbitration or unfair labor practice (ULP) hearing, he shall notify the DPW Director in writing of his intended absence at least one (1) week prior thereto.

ARTICLE 30

DURATION OF AGREEMENT-SEPARABILITY

Section 1. Duration of Agreement.

This agreement is effective July 1, 2009 and shall continue in full force and effect through midnight on June 30, 2010.

Section 2. Separability.

If any term or provision of this agreement is, at any time during the life of this agreement, adjudged by a court or administrative body of competent jurisdiction to be in conflict with any law, such term or provision shall become invalid and unenforceable, but such invalidity or unenforceability shall not impair or affect any other provision of this agreement.

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ARTICLE 31

ENTIRE UNDERSTANDING - MODIFICATIONS

Section 1. Entire Understanding.

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Town and the Union, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement.

Section 2. Modifications.

Any modifications or changes to this agreement must be reduced to writing and executed by duly authorized representatives of the Town and Union.

IN WITNESS WHEREOF duly authorized representatives of the Town of Scituate
and Teamsters Local Union 251 hereby execute this agreement as indicated below.

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Witness:

Magnusson

Witness:

Sue Folan

Town of Scituate

By Robert Budway
Robert Budway, Council President

Dated: July 9, 2009

Teamsters Local Union 251

By Daniel Marocchio

Dated: 7-22-09

Scituate/Teamsters Contract 2009-2010

EXHIBIT A



APPLICATION AND NOTICE For Membership in Local Union No. _____

Affiliated with the International Brotherhood of Teamsters

I voluntarily submit this Application for Membership in Local Union _____, affiliated with the International Brotherhood of Teamsters, so that I may fully participate in the activities of the Union. I understand that by becoming and remaining a member of the Union, I will be entitled to attend membership meetings, participate in the development of contract proposals for collective bargaining, vote to ratify or reject collective bargaining agreements, run for Union office or support candidates of my choice, receive Union publications and take advantage of programs available only to Union members. I understand that only as a member of the Union will I be able to determine the course the Union takes to represent me in negotiations to improve my wages, fringe benefits and working conditions. And, I understand that the Union's strength and ability to represent my interests depends upon my exercising my right, as guaranteed by federal law, to join the Union and engage in collective activities with my fellow workers.

I understand that under the current law, I may elect "nonmember" status, and can satisfy any contractual obligation necessary to retain my employment by paying an amount equal to the uniform dues and initiation fee required of members of the Union. I also understand that if I elect not to become a member or remain a member, I may object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining, contract administration and grievance adjustment, and I can request the Local Union to provide me with information concerning its most recent allocation of expenditures devoted to activities that are both germane and non-germane to its performance as the collective bargaining representative sufficient to enable me to decide whether or not to become an objector. I understand that nonmembers who choose to object to paying the pro-rata portion of regular Union dues or fees that are not germane to collective bargaining will be entitled to a reduction in fees based on the aforementioned allocation of expenditures, and will have the right to challenge the correctness of the allocation. The procedures for filing such challenges will be provided by my Local Union, upon request.

I have read and understand the options available to me and submit this application to be admitted as a member of the Local Union.

PRINT _____ Occupation _____
(LAST NAME) (FIRST NAME) (MIDDLE INITIAL)
Street _____ Phone _____
City _____ State _____ Zip Code _____
Employer _____ Employment Date _____
Street _____ Phone _____
City _____ State _____ Zip Code _____
Initiation Fee \$ _____ Paid to _____
Date of Birth _____ Social Security No. _____
Have you ever been a member of a Teamster Local Union? _____
If yes, what Local Union No. _____

DATE OF APPLICATION

SIGNATURE OF APPLICANT

White Copy to Local Union

Yellow Copy to Local Union

Pink Copy to Applicant



CHECKOFF AUTHORIZATION AND ASSIGNMENT

PLEASE
CHECK
OFF

I, _____ (Print Name) hereby authorize my employer to deduct from my wages each and every month an amount equal to the monthly dues, initiation fees and uniform assessments of Local Union _____, and direct such amounts so deducted to be turned over each month to the Secretary-Treasurer of such Local Union for and on my behalf.

This authorization is voluntary and is not conditioned on my present or future membership in the Union.

This authorization and assignment shall be irrevocable for the term of the applicable contract between the union and the employer or for one year, whichever is the lesser, and shall automatically renew itself for successive yearly or applicable contract periods thereafter, whichever is lesser, unless I give written notice to the company and the union at least sixty (60) days, but not more than seventy-five (75) days before any periodic renewal date of this authorization and assignment of my desire to revoke same.

Signature _____
Social Security Number _____ Date _____
Address _____
City _____ State _____ Zip Code _____
Employer _____

Union dues are not deductible as charitable contributions for Federal Income Tax purposes.

White Copy to Local Union

Yellow Copy to Company

Pink Copy to Applicant

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